

PART II: TERMS AND CONDITIONS FOR BROADBAND SERVICE AND INSTALLATION OF EQUIPMENT

This Residential Internet Service Agreement consisting of Part I and Part II (“Agreement”) is entered between K’awaika Hanu Internet (“KHI”), an entity owned and operated by the Pueblo of Laguna Utility Authority, and the individual identified on the Residential Internet Service Agreement form (“Customer”). KHI shall provide Customer with a wireless connection to the Internet (“the Connection”). In consideration for the Connection, Customer shall pay KHI applicable installation and router lease fees, and monthly recurring service fees.

- 1) **Internet Service.** Broadband Service speed is defined as the rate speed plan the Customer has chosen and consists of “up to” the identified speed shown on Part I. Our goal is to provide the customer with the greatest internet speed possible, however KHI does not guarantee you will receive the speeds subscribed to due to the inherent nature of the internet and can vary depending on the time of day. If at any time you believe you are receiving less speed than your current plans provide for, KHI upon customer request will troubleshoot your connection remotely and will determine if any further service assistance is necessary.
- 2) **Installation of Equipment.** KHI agrees to lease to Customer equipment necessary to establish a wireless Internet connection, specifically, a Subscriber Module (SM), Surge Suppressor (SS), Power Injector, Ethernet cables, and mount kit (the “Leased Equipment”).
 - a) With the exception of manufacturing defects, which shall be remedied by KHI without charge to Customer at any time during the term of the Agreement, Customer shall bear all risk of loss of or damage to the Leased Equipment, including, but not limited to damages caused by wind, lightning, surges in electricity, or other conditions existing at Customer’s location. Customer agrees to pay for damages not covered by manufacturing warranty or file a claim with Customer’s home or business insurance and reimburse KHI for the retail value of the equipment.
 - b) Customer agrees to return the Leased Equipment (router) to KHI in good working order within ten (10) calendar days of the date of termination of this Agreement, or Customer shall be subject to the cost of replacement of the Leased Equipment (router). If the leased equipment has not been fully billed for, the remaining balance will be applied to the customer’s account.
 - c) KHI shall provide Customer with the labor necessary for the normal installation of the Leased Equipment at the location shown in Part I. Customer shall pay KHI a one-time non-refundable installation fee which shall be due upon Customer’s signature of this **Agreement or the Financing Agreement**.
 - d) Customer understands that the installation services included in this Agreement are limited to the installation of a Subscriber Module (SM), a Surge Suppressor (SS), one cable to connect the SM and SS, and one cable which will run from the SS in to the Customer location via one (1) hole through an exterior wall of Customer’s structure. KHI will not enter crawl spaces, attics, or install the Leased Equipment through roofs or ceilings.
 - e) KHI shall not be responsible for additional installation tasks or services not specifically listed in the Installation section, which may be deemed desirable by Customer or the KHI installer. Examples include but are not limited to troubleshooting Customer’s computer system or other electronic equipment, hooking up additional equipment not provided by KHI, changing installation location, etc. Customer shall be billed for additional work requested by Customer beyond what is necessary for the initial installation of the Leased Equipment and confirmation of operability.
 - f) KHI’s connection point ends at the Customer’s router unless router is leased equipment

- g) . Any trouble beyond our network and Leased Equipment is the responsibility of the Customer and their network administrator or vendor. KHI's standard maintenance is limited to the KHI's network and backbone connectivity. KHI shall not be responsible or liable for any of the following:
 - i) Any obstruction(s) that might be erected or grow between the antenna at Customer's location and the Point of Presence (POP), which causes degradation or loss of service.
 - ii) Debris, ice on the antenna located at Customer's location, including weather related damage.
 - iii) Aiming or re-aiming the antenna located at Customer's location more than thirty (30) days after its installation.
 - iv) Repair or restoration of any structure or surface altered or penetrated by KHI during the installation or removal of antenna, mast, tripod, wiring or any other Leased Equipment at Customer's location. This also includes if wind, lightning or other natural occurrence causes the Leased Equipment to directly or indirectly cause any damage to the Customer's property.
- h) Customer understands that wireless Internet connectivity requires direct radio line of site, and that any obstruction between the POP and the antenna located at Customer's location may block the signal and cause the failure of the Connection. If foliage or other obstructions disrupts service, KHI will attempt to reconfigure the equipment to restore service. Client may incur charges for any extra hardware and service labor at that time. If service cannot be restored within fifteen (15) days of Customer's notice to KHI of a service interruption, either party may terminate this Agreement. Upon any termination of the Agreement pursuant to this section, Customer shall receive a refund of a pro-rata portion of the service fee for any period in excess of forty-eight (48) hours that Customer has paid for service, but the Connection was not operational.
- i) Customer acknowledges and agrees that KHI will be required to access Customer premises to install and maintain the Leased Equipment necessary for you to receive the Connection inside and outside your home. By agreeing to these terms and conditions, scheduling a service or installation visit, and permitting KHI to enter your home, Customer is authorizing KHI to perform all of the above actions. KHI SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. Customer is responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to KHI. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.
- j) Customer represents that there are no legal, contractual or similar restrictions on installation location(s) you have authorized. You are solely responsible for any fines or similar charges for service in violation of any applicable legal requirements.
- k) Customer represents and warrants to KHI that the Leased Equipment shall at all times during the Agreement period be located at the service address of Customer identified in Part I of the Internet Service Agreement.

3) Fees, Taxes and Other Charges: Payment

- a) Commencement and Duration of Monthly Fees. Customer acknowledges that a monthly fee will apply for each month or portion of a month that Customer has a Connection, beginning with the date service is installed. Monthly charges will continue to be assessed until customer submits a Connection Disconnect of service Form. Upon receipt of the cancellation form, KHI will initiate Connection termination within the Wireless Internet Service Portal (WISP).

- b) Cancellation of Agreement. Customer may cancel their account at any time and is subject to applicable Disconnect Fees. Monthly charges will continue to be assessed until customer submits a Connection Cancellation Form. Upon receipt of the cancellation form, KHI will initiate Connection termination within the Wireless Internet Service Portal (WISP). Cancellation does not release the Customer from the obligation to pay for service provided prior to the date of termination.
 - c) Billing and Charges. Customer agrees to pay monthly fees, in accordance with the Rate Plan option selected on Part I of this agreement or the Installation Financing Agreement. Customer agrees to pay all applicable taxes related to the use of the Connection, provision of services, software, hardware and equipment. Information on all charges that are to be paid to KHI and are incurred by the Customer or by users of the Customer's account will be made available to the Customer on their monthly invoice or upon request. Customer agrees that this is effective notice for all purposes of all charges incurred and paid or to be paid to KHI.
 - d) Payment. Customer will be invoiced monthly for all amounts due and owing to KHI. All payments are due within thirty (30) days after the date of the invoice. Customer's use of the Connection may be suspended if payment is not received by KHI within sixty (60) days of the date of the invoice. Payments shall be made at, or mailed to KHI at P. O. Box 208, Laguna, NM 87026, or at any alternative address as KHI may provide the Customer.
 - e) Invoices. Invoices will be generated on or about the 1st day of each month for services rendered for the previous month. Customer acknowledges that all fees are non-refundable after the Connection becomes operational (the "Activation Date"), unless terminated pursuant to Section 2.f) above. Billing commences on the Activation Day and will be pro-rated for the first month based upon the date which service commences, without regard to commencement of use. Customer will pay the amount billed from Activation Date to termination of this Agreement regardless of use or non-use of service.
 - f) Late Payment. Sixty (60) days past due balances shall accrue interest at the rate of 1.5% per month.
 - g) Reactivation. If the Connection is suspended or terminated, including Customer's failure to submit payment on time or for any other reason, Customer will be required to pay all past due amounts, including the Disconnection and Reconnection Fees, before reactivation of service by KHI. (\$10.00 Disconnection Fee and \$25.00 Reconnection Fee)
 - h) Credit Inquires and Reporting. Customer authorizes KHI to make inquiries and to receive information about Customer's credit history from others, including credit report agencies, and enter this information in Customer's file. In the case of late payment or non-payment for the Connection or any other charges, Customer understands and agrees that KHI may report such late payment or non-payment to the appropriate credit reporting agencies.
- 4) **Modifications; Termination; Rights of KHI to Cancel or Suspend.**
- a) Modification of these terms and conditions. Upon notice, KHI may at any time modify these terms and conditions, including, without limitation, pricing and billing terms.
 - b) Termination by Customer. Subject to Customer's payment of the fee for the Connection for the full billing cycle in which termination occurred, Customer may terminate this Agreement and discontinue the Connection. Termination by Customer shall be processed in accordance to Sections 2.b and 3.b of this Agreement. Service will be terminated on the day that the **Disconnect of Internet Service Form** is received.

- c) Termination or Suspension by KHI. KHI may immediately terminate Customer's Service and this Agreement if Customer or a user of Customer's account breaches this Agreement. We reserve the right in our sole discretion to terminate Customer's account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

5) Permitted Use and Restrictions on Use.

- a) Compliance with Laws. Customer agrees to comply with all applicable laws, rules, regulations, and the Agreement Terms and Connection relating to the installation of the Connection and the use of the Connection.
- b) Security; Computer Viruses. Customer agrees to take reasonable measure to protect the security of their computer, including maintaining at Customer's cost an up-to-date version of anti-virus and/or firewall software to protect Customer's computer from malicious code, programs or other internal components (such as computer virus, computer worm, computer time bomb or similar component). Customer expressly agrees that if their computer becomes infected, KHI may immediately suspend the Connection at Customer's location when certain harmful conditions, such as transmission of a computer virus from that location, may disrupt or harm the integrity of our network and that the suspension of services may continue until such time as Customer's computer is sufficiently protected to prevent further prohibited activities. Upon such occurrence, KHI will notify the customer about the problem and shall require the Customer to correct the problem prior to reconnecting to the KHI network. This procedure protects both KHI infrastructure and its customers from further propagation of harmful conditions such as destructive computer viruses. Customer will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, Customer is solely responsible for the security of any device the Customer chooses to connect to the Connection, including any data stored or shared on the device.
- c) Responsibility of Customer. Customer is responsible for any misuse of the Connection, even if the misuse was committed by a friend, family member, client, guest or anyone with access to the Customer's Connection. Customer must take steps to ensure that others do not use their account to gain unauthorized access to the Connection by, for example, strictly maintaining the confidentiality of their Connection login and password. Customer is considered the registered recipient of the Connection until KHI receives notice of a change, unless otherwise provided by applicable law. Customer may not assign or transfer the Connection without prior written consent of KHI. If an unauthorized transfer is done, KHI may inactivate the Connection. If Equipment is stolen or otherwise removed from your premises without authorization, Customer must notify KHI immediately. Internet accounts may not be used for automated, unsupervised use of the internet or simultaneous connections by multiple people without prior arrangement being made specifically with KHI. Customer will be responsible for all access to and use of the internet service by Customer's friend, family member, client, guest or others who access the Connection through Customer or Customer's equipment, whether or not Customer had knowledge of any authorized or unauthorized access or use.
- d) Misuse, and/or Illegal Use. If Customer misuses or illegally uses the Connection (**See 4.a. and 4.c. above.**), KHI reserves the right to suspend and/or disable the Connection. If Customer misuses or illegally uses the Connection or exceeds the Customer's designated rate plan by an extraordinary amount: a) on a first offense, a warning email and or phone call will be issued; b) on the second

offense within six (6) months of the first offense, the Customer's services are terminated for one (1) year. KHI reserves the right to suspend any Customer's Connection and it is in KHI's sole discretion on whether to issue a refund in that situation.

KHI reserves the right to immediately terminate Customer's service without any notification. The monitoring window is from the first to last day of each calendar month. KHI's proactive management of the network is designed to ensure that the remaining customers are not negatively affected by the misuse and/or illegal use of a few users.

6) Warranties and Limitations of Liability

- a) Disclaimer of Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. KHI DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES KHI, WARRANT AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE CONNECTION IS DISTRIBUTED ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. KHI HAS NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. KHI IS NOT LIABLE FOR ANY TYPE OF LOSS, ACTUAL OR PERCEIVED, DUE TO A LACK OF SERVICE OR SERVICE INTERRUPTION, INCLUDING PERIODS OF MAINTENANCE, UPGRADES OR POWER OUTAGES.
- b) Indemnity. Customer agrees to indemnify, defend and hold KHI harmless against all claims, liability, damages, costs and expenses including but not limited to reasonable attorney's fees, arising out of or related to any and all use of the Customer's Connection. This includes, without limitation, responsibility for all consequences of Customer's (or that of any user of your account) violation of this Agreement or placement on or over or retrieval from or through, the Connection of any software, file, information, communication or other content and all costs incurred by KHI in enforcing this Agreement against the Customer.
- c) In the event KHI uses the Laguna Tribal Courts to collect past due fees or in connection with any issue arising under this Agreement, KHI shall be entitled to recover from Customer fees and all collection costs incurred by KHI.
- d) This Agreement is deemed to be entered into within the Pueblo of Laguna boundaries and the Parties agree that any dispute arising under this Agreement shall be heard in the Pueblo of Laguna Tribal Courts, Laguna, NM, and any such dispute shall be governed by and constructed in accordance with the laws of the Pueblo of Laguna.